

**INTERLOCAL AGREEMENT REGARDING THE
CEDAR PARK-LEANDER
DROUGHT CONTINGENCY PROJECT**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

This **INTERLOCAL AGREEMENT REGARDING THE CEDAR PARK-LEANDER DROUGHT CONTINGENCY PROJECT** ("**Agreement**") is entered into between the City of Cedar Park, Texas, a Texas home-rule city ("**Cedar Park**"), the City of Leander, a Texas home-rule city ("**Leander**") and the City of Jonestown, Texas, a Texas general law city ("**Jonestown**"). In this Agreement, Cedar Park, Leander and Jonestown are sometimes individually referred to as the "**Party**" and collectively referred to as the "**Parties**."

WHEREAS, Cedar Park and Leander jointly own and operate a water intake system known as the Cedar Park-Leander Drought Contingency Project ("**Project**"), as shown Exhibit A, which includes an existing temporary floating raw water intake barge ("**Barge**") and underwater pipeline that is located in the Sandy Creek arm of Lake Travis, portions of which are within the corporate limits of Jonestown and future construction, if necessary, of an extension of the existing underwater pipeline and a temporary water pressure control tank within the corporate limits of Jonestown and an additional temporary floating raw water intake barge to be located outside of the corporate limits of Jonestown ("**Phase C**");

WHEREAS, the purpose of the Project is to supply raw water to the Cedar Park and Leander water treatment plants during periods of drought which result in lake levels which are too low for Cedar Park and Leander's permanent raw water intake systems to operate;

WHEREAS, Jonestown has not taken any action to oppose the placement of the Project in Sandy Creek, but has expressed concern to Cedar Park and Leander regarding the removal, aesthetics, navigation, communication and sound reduction associated with the Barge and construction activities associated with Phase C; and

WHEREAS, the purpose of this Agreement is to establish the terms under which Cedar Park and Leander shall address Jonestown's concerns regarding the Project and Jonestown shall not oppose the Project.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties hereto, the Parties agree as follows:

1. Temporary Nature of Barge and Phase C. The Parties agree the Barge will be established when the level of Lake Travis becomes 630' MSL or lower and will be removed after the earlier of (a) the minimum water level of Lake Travis is at or above 640' MSL for a period of six continuous months or (b) the water level of Lake Travis reached 680' MSL or above. Said removal shall occur no later than eight (8) weeks after the occurrence of (a) or (b) above. If the level of Lake Travis becomes lower than 640' MSL at any point prior to removal of the Barge, then the six month period specified in subsection (a) will reset. The Barge will be permanently removed upon completion of the Brushy Creek Regional Utility Authority's (BCRUA) planned permanent deep water intake pumping facility currently under design at the location shown on Exhibit A. For purposes of this paragraph, the daily and historical levels of Lake Travis will be determined by the official records of the Lower Colorado River Authority according to the NGVD 29 datum, and shall be normalized to the NGVD 29 datum in the event the Lower Colorado River Authority ever adopts a different standard for reporting the water level of Lake Travis.

If Phase C of the Project becomes necessary, the temporary barge and temporary pressure control tank to be installed with this portion of the Project as shown in Exhibit A will be permanently removed upon completion of the BCRUA's planned permanent deep water intake pumping facility. The Phase C temporary barge and temporary pressure control tank may also be removed prior to the completion of the BCRUA deep water intake, based on rise in Lake levels, but as of the date of this agreement, there is not enough information available on the design of Phase C to ascertain the lake level triggers for this procedure. The Parties shall work in good faith to establish the appropriate lake level triggers when such information becomes available prior to commencement of construction.

2. Aesthetics of Barge. Cedar Park and Leander agree to repaint the barge a neutral color that would more closely blend in with the color of the lake water and to maintain the barge in a neat, orderly and proper functioning condition.

3. Navigation. Cedar Park and Leander shall not construct a flood diversion wall or any improvement that would cause flooding along the Sandy Creek arm of Lake Travis. Cedar Park and Leander will comply with requirements by the LCRA, or any other regulatory agency, regarding the placement of buoys or other markers to ensure safe navigation around any exposed or submerged facilities.

4. Communication. Cedar Park and Leander shall hold periodic project status information meetings with Jonestown.

5. Sound Reduction. Jonestown requested that Cedar Park and Leander explore the possibility of further reducing the sound generated by the Barge. Because considerable efforts have already been made to install sound attenuating material and an in-depth noise study determined that the noise levels at the shoreline are no louder than ambient noise levels, no action will be taken at this time, however Cedar Park and

Leander agree to continue to investigate other possible sound attenuating options and will report any findings in a future project status meeting with Jonestown.

6. Construction of Phase C. If it becomes necessary to begin construction of Phase C of the Project, the Parties agree as follows:

- a. Cedar Park and Leander will submit all required plans to Jonestown and obtain all applicable permits as required;
- b. Any public roadway within Jonestown damaged from construction activities will be repaired to existing or better conditions by Cedar Park and Leander;
- c. No work will be performed on Sundays or holidays, except for emergencies or with prior written approval from Jonestown;
- d. Construction site(s) will be secured and maintained by the contractor; and
- e. The Phase C barge will be painted a neutral color that closely blends with the color of the lake water.
- f. Electric lines to the Phase C barge will be installed underground from the transformer to a location as close to the water as is reasonably feasible as show in Exhibit A.
- g. Jonestown agrees to allow placement of the underground electrical power line to the Phase C temporary barge in the right of way of Old Burnet Road.

7. No Objections. As long as Cedar Park and Leander remain in compliance with the terms of this Agreement, Jonestown will not object to the placement of the Project in the Sandy Creek arm of Lake Travis as shown in Exhibit A.

8. Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code* and Section 552.001, *Texas Local Government Code*, as amended.

9. Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

10. Assignment. Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Parties. All of the respective covenants, undertakings and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.

11. Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

12. **Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

13. **Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representative of the Parties.

14. **Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

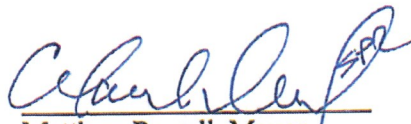
15. **Authority.** Jonestown, Cedar Park and Leander mutually each represent and warrant that it has the full right, power, and authority to execute this Agreement.

16. **Term.** This Agreement shall be for a period of seven years or upon completion BCRUA's planned permanent deep water intake pumping facility, whichever occurs last

CITY OF CEDAR PARK, TEXAS:

ATTEST:

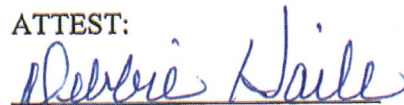

LeAnn Quinn, City Secretary

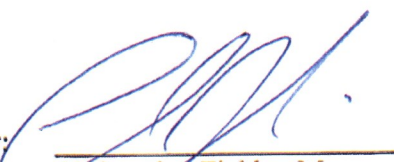
By: 
Matthew Powell, Mayor

Date: March 26, 2015

CITY OF LEANDER, TEXAS:

ATTEST:


Debbie Haile, City Secretary

By: 
Christopher Fielder, Mayor

Date: April 16, 2015

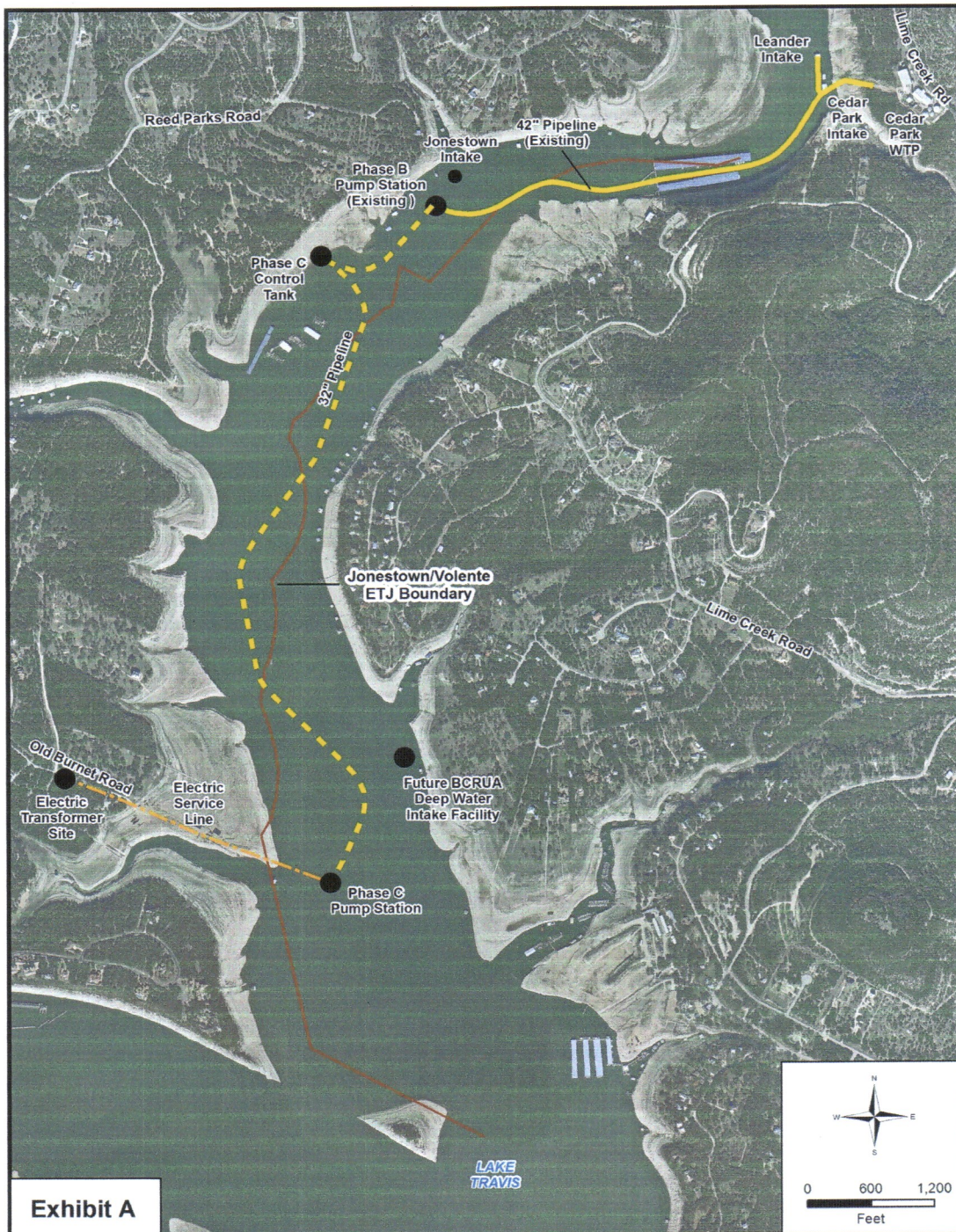
CITY OF JONESTOWN, TEXAS:

ATTEST:

Rachel Austin
Rachel Austin, City Secretary

By: Deane Armstrong
Deane Armstrong, Mayor

Date: 2-13-2015



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